
TOWN OF MILLBURY

COMMONWEALTH of MASSACHUSETTS

**RENEWAL CABLE TELEVISION LICENSE
PROPOSAL**

SUBMITTED BY

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC

January 28, 2003

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AGREEMENT

This Renewal License entered into this 28th day of January 2003, by and between Charter Communications Entertainment I, L.L.C. a Delaware limited liability corporation (the "Company" or "Licensee"), and the Board of Selectmen of the Town of Millbury, Massachusetts, as Issuing Authority for the renewal of the Cable Television License under M.G.L. c. 166A:

WITNESSETH

WHEREAS, the Issuing Authority of the Town of _Millbury, Massachusetts ("Town"), pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971, as amended, is authorized to grant one or more non-exclusive, renewal licenses to construct, upgrade, operate and maintain a Cable Television System within the Town of _Millbury and

WHEREAS, the Issuing Authority conducted a public hearing, pursuant to Section 626(a) of The Cable Act, on February 7, 2002 to 1) identify the future cable related community needs and interests of the Town, and 2) review the performance of the Company during its current franchise term; and

WHEREAS, the Company submitted a Proposal for Renewal ("PFR") to the Town, dated May 9, 2002, for a Renewal License to construct, operate and maintain a Cable Television System in the Town; and

WHEREAS, the Issuing Authority and the Company agree on the PFR for the Cable Television System; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, and other proposals of the Company; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town to grant a non-exclusive Renewal License to the Company;

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Federal law defines many of the following terms and those definitions are incorporated by reference herein. Definitions herein are intended only to clarify those definitions and not to supercede, limit or expand any such provisions of law.

(1) **Access or Public Access:** The right or ability of any Town resident and/or any person employed by a business, company or entity located within the Town to use designated facilities, equipment and/or specified channels of the Cable System, subject to the conditions and procedures established for such use.

(2) **Access Channel:** One or more video channels which the Company designates and makes available to the Town and/or its designees for the purpose of transmitting non-commercial programming by the members of the public, Town departments and agencies, public schools, educational, institutional and similar not-for-profit organizations.

(3) **Basic Service:** Generally the entry level tier of service defined, as "basic cable service" under 47 U.S.C. § 522(3), distributed over the Cable Television System, which includes, without limitation, all Public, Educational and Governmental ("PEG") Access Channels and all local broadcast signals, if any, required to be carried as Basic Cable Service pursuant to federal law.

(4) **The Cable Act:** Refers to all applicable provisions of the federal Communications Act, as amended, including the Cable Communications Policy Act of 1984 Public Law No. 98-549, 98 Stat. 2779 (1984), codified at 47 U.S.C. §§521 et seq. which became effective on December 29, 1984, and as thereafter amended by the Cable Telecommunications and Consumer Protection Act of 1992, and the Telecommunications Act of 1996.

(5) **Cable Communications System or Cable System or CATV System:** Generally the cable system, as defined by 47 U.S.C. § 522(7), or Community Antenna Television System, as defined by M.G.L.c. 166A § 1(b).

(6) **Cable Services:** The one-way transmission to subscribers of video programming, or other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service, generally defined by 47 U.S.C. § 522(6).

(7) **Cable Television Advisory Committee (the "Advisory Committee"):** A committee if any, appointed by the Town's Board of Selectmen, pursuant to 207 CMR 3.01 (3).

- (8) **CATV:** Community Antenna Television or more generally referred to herein as “cable television”.
- (9) **Distribution Plant:** That part of the Cable Television System plant between the headend and the Cable Drop.
- (10) **Downstream Channel:** A channel over which signals travel from the Cable System headend to an authorized recipient.
- (11) **Drop or Cable Drop:** The cable that connects a home or building in the Town to the Distribution Plant of the Cable System, which is owned by the Licensee.
- (12) **Educational Access Channel:** A specific channel on the Cable System designated by the Company and made available to educational institutions and/or educators wishing to present non-commercial educational information to the public.
- (13) **Effective Date of Renewal License (the "Effective Date"):** April 1, 2003.
- (14) **Execution Date of Renewal License (the "Execution Date"):** March 31, 2003.
- (15) **External Costs:** Pursuant to Section 76.922(d) of the FCC's regulations, as such regulations may hereafter be from time to time amended, "External Costs" shall mean costs of Licensee in the categories enumerated in such regulations, including, but not necessarily limited to, the following categories: (a) state and local taxes applicable to the provision of Cable Television Service; (b) franchise fees; (c) costs of compliance with franchise requirements, including costs of PEG access channels as required by the franchise authority; (d) retransmission consent fees; and (e) programming costs. Permitted per channel charges for regulated programming services may be adjusted to reflect changes in External Costs. Other costs may also be deemed External Costs in accordance with applicable law. As permitted by law, all External Costs, including those under this License, may be added onto the applicable rates, fees and charges of services and equipment paid by Licensee's subscribers in Town.
- (16) **FCC:** The Federal Communications Commission, or any successor agency.
- (17) **Government Access Channel:** A specific channel on the Cable System designated by the Company and made available to the Issuing Authority and/or its designees to present non-commercial programming and/or information to the public.
- (18) **Gross Annual Revenue:** Compensation derived from subscriber revenues which includes Basic and Expanded Basic tiers, pay programming, pay-per-view revenues, installations revenues, and equipment rentals, but excluding revenues from the sale of a capital asset not in the ordinary course of business; bad debt; third party billings, taxes and fees; home shopping service revenues, advertising and also excluding any revenues required to be excluded from franchise fee calculations under the Telecommunications Act of 1996, as amended or by decision of the F.C.C.

- (19) **Institutional Network:** The separate cable telecommunication coaxial and fiber optic cable network designed for broadband communication between specific and limited number of commercial and government sites with the Town. Two-way communication over the Network requires two channels: an upstream channel to forward the signal to a hub site and a second downstream channel to transport the radio frequency signal to the receive site(s).
- (20) **Institutional Network Channel:** A 6 MHz channel, or allocated bandwidth, on a network separate from the Subscriber Network and used for either Upstream or Downstream video, audio or data transmission.
- (21) **Issuing Authority:** The Board of Selectmen of the Town of Millbury, Massachusetts.
- (22) **Licensee:** Charter Communications Entertainment I, LLC, which may do business as "Charter Communications or "Charter" or any other name which it, in its sole discretion, selects.
- (23) **MDTE:** The Massachusetts Department of Telecommunications and Energy, Cable Television Division, established pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.
- (24) **Multichannel Video Programming Provider (MVPP):** As defined by the FCC, any provider of multiple channel video service to the home, including but not limited to, Cable Television Service, direct broadcast satellite service ("DBS"), multi-channel multi-point distribution service ("MMDS"), and Open Video Service ("OVS").
- (25) **Outlet:** The interior connection of a Subscriber's or User's television set to the Cable System, which may or may not be an interior receptacle.
- (26) **Pay Cable or Premium Cable Services:** Programming delivered for a fee or charge to Subscribers on a per-channel basis in addition to the fee or charge to Subscribers for the Basic Service.
- (27) **Pay-Per-View:** Programming delivered for a fee or charge to Subscribers on a per-program or per-day basis in addition to the fee or charge to Subscribers for the Basic/Cable Network Service.
- (28) **Private Way:** Generally, a non-public road or way providing access to two or more properties.
- (29) **Public Access Channel:** A specific channel on the Cable System, which is designated by the Licensee for the use of individuals and not-for-profit organizations wishing to present non-commercial Programming and information.
- (30) **Public Way or Street ("the Public Way"):** The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, alleys, sidewalks, lanes, boulevards, concourses, driveways, bridges, tunnels, parks, parkways and public grounds and all other publicly owned real property or real property rights under the jurisdiction of the Town within or belonging to the Town, or over which the Town has an easement or right-of-way, or to which the Town has rights compatible with

the installation of cable and ancillary equipment pursuant to the Renewal License, now or hereafter existing.

(31) **Renewal License or License:** The non-exclusive, revocable Cable Communications License granted to the Licensee.

(32) **Residence:** Any structure used for private or other non-business purposes including private homes; but excluding commercial entities including but not limited to restaurants, bars, public clubs, private clubs, nursing homes, college dormitories and hotels and that is able to receive Cable Service.

(33) **Signal:** Any transmission of electromagnetic or optical energy, which carries information from one location to another.

(34) **Subscriber:** Any person who elects to subscribe to, for any purpose, a service provided by Licensee by means of, or in connection with, the Cable Television System.

(35) **Subscriber Network:** A bi-directional capable network operated by the Licensee, over which video, audio, text and data signals may be transmitted to Subscribers.

(36) **System outage or Outage:** An occurrence wherein ten (10) or more calls from one neighborhood report a loss of Cable Service.

(37) **Town:** The Town of Millbury, Massachusetts.

(38) **Trunk and Distribution System:** That portion of the Cable System for the delivery of signals, but not including Drops to Subscribers' residences.

(39) **Upstream Channel:** A channel over which signals travel from an authorized location on the Subscriber Network or the Institutional Network, to the Cable System headend, or to the Institutional Network hub location.

ARTICLE 2

PROPOSAL FOR GRANT OF LICENSE

SECTION 2.1 — GRANT OF RENEWAL LICENSE

(a) PURSUANT to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, (M.G.L. c. 166A) as inserted by Chapter 1103 of the Acts of 1971, as amended, and to federal law, the Board of Selectmen as the Issuing Authority of the Town of Millbury, Massachusetts ("Town"), shall grant a non-exclusive renewal Cable Television License to Charter Communications Entertainment I, L.L.C. ("Licensee") a Delaware limited liability corporation established for such purpose, authorizing and permitting said Licensee to operate a Cable Television System within the corporate limits of the Town of Millbury, Massachusetts. The Renewal License is granted pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, and with all rules and regulations of the FCC, the rules and regulations of the MDTE or Massachusetts Community Antenna Television Commission ("CATV Commission"), the Cable Act, as amended, and all other rules and regulations in force and effect upon the date hereof.

(b) Subject to the terms and conditions herein, the Issuing Authority shall grant to Licensee the right to upgrade, install, operate and maintain a Cable System in, under, over, along, across, through or upon the Public Ways, including streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Millbury within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, Private Ways and also through public and private easements, which are within the Town, that have been dedicated for compatible uses, for the purpose of reception, transmission, collection, amplification, origination, distribution, or redistribution of audio, video, text, data, Internet access or other signals or services in accordance with the laws of the United States of America and the Commonwealth of Massachusetts. In exercising rights pursuant to the Renewal License, Licensee shall not endanger or interfere with the lives of persons or, without prior written permission, unlawfully interfere with any installations of the Town, any public utility serving the Town or any other persons permitted to use public ways and places. Grant of the Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of public ways and places. Disputes between

Licensee and other parties regarding use of public ways and places shall be resolved in accordance with the Department of public works regulations or governing applicable law.

SECTION 2.2 — TERM OF RENEWAL LICENSE

The term of the Renewal License shall be a ten-year period commencing on March 31, 2003 and shall expire on March 31, 2013.

SECTION 2.3 — TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

The Renewal License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person holding such License to any other person, except as provided by applicable law or the regulations of the MDTE and the FCC.

SECTION 2.4 — NON-EXCLUSIVITY OF LICENSE AND COMPETITION

(a) The Renewal License shall not affect the right of the Issuing Authority to grant to any other person a license or right to occupy or use the streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the Town, or the right of the Issuing Authority to permit the use of the public ways and places of the Town for any purpose whatever. Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses. Issuing Authority shall not permit or authorize any person or entity to operate a cable system without a License or franchise, as defined by 47 U.S.C. § 522(9).

(b) If the Town enters into any contract, license, agreement, or the like with a MVPP, which is not an affiliate of Licensee, the terms of that contract, license or agreement shall be on substantially equivalent terms and conditions contained in this agreement or such terms and conditions equitably modified to reflect any differences between the License and any additional license, contract or agreement in terms of benefit to the respective MVPP, including, but not limited to, such considerations as (i) length of term; (ii) extent of service area; (iii) system design and construction specifications; (iv)

the payment of any franchise fees; (v) any payments for the support PEG access programming; (vi) any grants for capital equipment for PEG access programming; (vii) the provision of any service or service connections to schools or public buildings; (viii) the construction of an I-Net; and (ix) customer service standards. To the extent that any term of the License is less favorable and more burdensome to the Licensee than those of an equivalent provision of such subsequent or additional MVPP license, contract, or agreement, the Town, upon written request of the Licensee, after providing public notice, shall hold a public hearing to afford Licensee the opportunity to demonstrate the disparate nature of the terms of the additional license(s) and, following said hearing, the Town shall take actions to rectify said differences, if any are found, including, but not limited to, amending the additional license, contract, or agreement so that they are not on more favorable or less burdensome terms than the terms of the License or amending this License so that its terms are not less favorable or more burdensome than those of any additional license, contract, or agreement. In devising an appropriate remedy, the Town shall consider that, in certain instances, eliminating ongoing obligations after the implementing construction has been undertaken may be inadequate to provide meaningful relief.

(c) In the event the services of any MVPP competing with the Licensee is not licensed or under contract or under agreement with the Town ("unlicensed MVPP"), and the number of households subscribing to the unlicensed MVPP in combination with the number of Subscribers of all other unlicensed MVPPs available to franchise area households is in excess of five percent (5%), then to the extent such MVPP is not required to (i) pay any franchise fee; (ii) pay for support of PEG access programming; (iii) make grants for PEG access facilities; (iv) provide drops and service to public buildings; (v) construct an I-Net; or (vi) comply with customer service standards, the Town upon written request of the Licensee citing this provision and requesting relief sought, after providing public notice, shall hold a public hearing at which it will consider the reasonableness of Licensee's request for relief from complying with the above mentioned requirements and afford Licensee the opportunity to demonstrate the disparate burdens and inequities on Licensee of having to comply with said requirements. Following said hearing, the Town shall issue a report ascertaining the reasonableness of continuing to require Licensee to engage in the above-mentioned requirements and what relief, if any, Licensee may be afforded. In the absence of any applicable federal law that occupies the field specifically aimed at equalizing competition or otherwise creating a "level playing field" between municipally licensed and unlicensed MVPPs, should the conditions which Licensee demonstrates in the aforementioned hearing give rise to a competitive disadvantage for the Licensee, the Town shall rectify said differences by modifying the License in such a manner as to relieve the Licensee of the burdens

which are not imposed on or provided by the Licensee's competitors or by imposing similar requirements on the MVPP.

SECTION 2.5 — FUTURE RENEWALS

Renewal rights shall be afforded the Licensee at the expiration of this license consistent with applicable state and federal law. In no event shall such renewal rights be less favorable to the Licensee than those set forth in 47 U.S.C. § 546, as it exists on the date hereof.

ARTICLE 3

SYSTEM DESIGN

SECTION 3.1 — SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate and maintain a technologically suitable Cable System, which offers a full range of services and equipment, taking into account appropriate economic circumstances and feasibility and customer demand.

(b) Cable Service shall be made available to all homes in the Town; provided, however, that (i) all such homes are on the Public Way or a Private Way where Cable Service is available on the Effective Date of the License, or are located on Public Ways; (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing a Town boundary; and (iii) to the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions. Nothing herein shall be construed to preclude Licensee from charging a fee to any Subscriber or potential Subscriber for a standard or non-standard installation, as may be applicable.

(c) Standard drops and installations shall include aerial drops up to 300 feet in length. Larger aerial drops and underground drops shall be priced based on cost.

(d) The Cable System may operate with bi-directional capability but in no case shall be less than 750 Megahertz (Mhz).

(e) Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to, converters that it leases to subscribers, the Distribution Plant, the Cable Drops, the Outlets, the Subscriber Network, and the Trunk and Distribution System, as authorized in accordance with applicable law.

SECTION 3.2 — INSTITUTIONAL NETWORK

The Licensee shall continue to operate a bi-directional Institutional Network to be used by the Town and the Licensee. The Town shall have the exclusive right to program, for non-commercial video purposes, eight (8) Upstream and eight (8) Downstream Channels or equivalent bandwidth. The Licensee shall make specific channel assignments.

The I-Net shall continue to link those municipal and school buildings along the I-Net route and listed in **Exhibit 1** of the Renewal License, attached hereto and made a part hereof. The Licensee shall provide, free of charge, one activated I-Net Drop and Outlet to (i) those buildings listed in **Exhibit 1**; and (ii) such other new or unwired municipally-owned non-residential buildings along the I-Net route, as may be designated by the Issuing Authority from time to time, provided that such new or unwired municipally-owned non-residential buildings may be served by a standard installation.

The I-Net shall be interconnected with the Subscriber Network, in order that video signals originating from Town buildings can be sent Upstream on an I-Net Channel and then connected to a Downstream Subscriber Network Channel. There shall be no charge to the Town for such connections for video signals. In making installations of I-Net outlets, the Licensee shall not be required to come into contact with asbestos building materials, and the Town shall designate alternate routing to avoid asbestos building materials.

The Licensee shall have the sole responsibility, at its sole cost and expense, for normal maintenance of the I-Net for video signals for the term of the Renewal License, except for equipment not directly under its control, but including all necessary inspections and performance tests. The Licensee shall only be responsible, at its sole cost and expense, for the transfers of Access Channel video signals between the Subscriber Network and the I-Net. Licensee shall provide any equipment necessary to effectuate such transfers. The term "video" shall include the accompanying audio portion of any video signal. Licensee, or its affiliate, may impose charges to transport, monitor, manage and service voice or data signals over the I-Net, and to support any specialized equipment necessary for voice or data transmissions.

Licensee's staff shall meet with Town representatives as reasonably requested to present information regarding the technical capabilities of the I-Net. This provision shall not apply to detailed consultations concerning the design and purchase of equipment for data networks using the I-Net. Upon written request, the Licensee shall provide the Town information on installation and management of data transmission over the Institutional Network.

SECTION 3.3 — PARENTAL CONTROL CAPABILITY

The Licensee shall provide to Subscribers, for a reasonable charge and upon request, and to the extent required by law, with the capability to control the reception of any channels on the Cable System for the purpose of parental control.

ARTICLE 4

CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS

SECTION 4.1 — SERVICE AVAILABLE TO ALL RESIDENTS

Subject to Section 3.1 supra, the Licensee shall continue to make its Cable Service available to all residences in the Town, as of the Effective Date of this License.

SECTION 4.2 — LOCATION OF CABLE SYSTEM

The Licensee shall install, operate and maintain the Cable System within the Town. Poles, towers and other structures shall be erected so as not to interfere with vehicular or pedestrian traffic over the Public Way. The erection and location of all poles, towers and other obstructions shall be in accordance with all laws, regulations and/or by-laws. The Town shall cooperate with Licensee in all respects concerning the installation, operation, and maintenance of Licensee's Cable System and equipment, including, but not limited to, the timely issuance of any permits or other authorizations necessary to perform such work at no charge to Licensee and upon such other reasonable terms and conditions as permitted by applicable law.

SECTION 4.3 — UNDERGROUND FACILITIES

(a) For residential subdivisions constructed after the Effective Date of the License with all utilities located underground, the Licensee shall install its Distribution Plant underground, provided: (i) the subdivision contractor building the subdivision shall make the necessary easements available without cost to Licensee; and (ii) the subdivision contractor provides at least sixty (60) days' notice to the

Licensee in order for the Licensee to place the Distribution Plant in utility trenches opened by the contractor.

(b) To facilitate the orderly development of new residential subdivisions with underground utilities, the Issuing Authority shall use its best efforts to have the Planning Board (i) require that subdivision developers work with the Licensee during the planning of subdivisions to provide for Distribution Plant installation; (ii) require that a plan for the Distribution Plant be included in the subdivision plan as a condition for Planning Board approval; and (iii) require that the developer provide a copy of the approved plans to the Licensee.

SECTION 4.4 — CONSTRUCTION AND MAINTENANCE STANDARDS

Licensee shall maintain the Cable System in accordance with applicable technical standards and standards generally observed by the cable television industry. During the term hereof, the Licensee shall comply with all applicable FCC statutes, regulations and standards relating to the quality of signals transmitted over the Cable System. The Licensee shall upgrade, install, operate, maintain and remove the Cable Television System in conformance with the Massachusetts Electrical Code, the National Electric Code, the National Electrical Safety Code, the National Electrical Code of the National Fire Protection Association, the National Cable Television Association Safety Manual, the rules and regulations of the FCC and the MDTE, building and zoning codes, and land use restrictions as the same exist or may be amended hereafter. The Licensee shall resolve any conflicts between said codes.

The Licensee may upgrade its system and/or services at any time in accordance with applicable law and regulations in accordance with applicable notice provisions and construction standards as set forth herein.

SECTION 4.5 — RESTORATION TO PRIOR CONDITION

Whenever the Licensee excavates, opens or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable

time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon the failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

SECTION 4.6 — DISCONNECTION AND RELOCATION

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Way or place, or remove from any street or other Public Way or place, any of its property as may be required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

SECTION 4.7 — PRIVATE PROPERTY

The Licensee shall be subject to applicable law regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall, at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System. Pursuant to 47 U.S.C. § 541(a)(2), Licensee is authorized herein to install, construct, operate, maintain and remove its facilities in easements which have been dedicated to compatible uses, subject to the conditions of applicable law.

SECTION 4.8 — COMMERCIAL ESTABLISHMENTS

The Licensee shall make cable services available to any commercial establishments in the Town, which are located on the residential Subscriber Network, subject to the Licensee and each commercial

establishment reaching a reasonable agreement regarding the terms and costs of initial installation and service which may or may not differ from the terms and costs that apply to residential Subscribers. It is herein acknowledged that certain programming services may not be available to commercial establishments, or may be available only upon certain terms and conditions, pursuant to Law or the Licensee's agreements with its program suppliers.

SECTION 4.9 — CONTINUITY OF SERVICE

(a) It shall be the right of all subscribers, in any area of the Town when and where Licensee is providing service pursuant to the Renewal License, to receive service as long as their financial and other obligations to Licensee are honored. Licensee shall ensure that all Subscribers receive continuous, uninterrupted service, except for necessary or unforeseen service interruptions.

(b) Licensee may disconnect service to a Subscriber if, after providing notice of signal leakage, Subscriber does not permit Licensee to enter property and correct a signal leakage problem, in conformance with FCC technical specifications.

(c) Nothing in the License shall be construed to restrict Licensee from detecting and preventing unauthorized reception or interception of any service offered by Licensee through its Cable System; provided further that Licensee may decline to provide service to any person or entity who, whether by action, word or deed, refuses to cease and desist from the unauthorized reception or interception of Licensee's service.

ARTICLE 5

SERVICES AND PROGRAMMING

SECTION 5.1 — BASIC SERVICE AND OTHER SERVICES

It is the Licensee's intention to provide Basic Service and other services which shall initially include at least all programming listed in **Exhibit 2**, which list may be modified at Company's sole discretion at any time with or without notice but at all times in accordance with applicable law.

SECTION 5.2 — FREE CONNECTIONS AND BASIC SERVICE TO MUNICIPAL BUILDINGS AND SCHOOLS

Upon written request of the Issuing Authority, the Licensee shall provide one (1) Subscriber Network Drop, and one (1) Outlet with Basic Service (video service), without charge, to municipal schools, police and fire stations, municipal libraries, and other municipal buildings specifically designated in writing by the Issuing Authority.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

SECTION 6.1 — PEG ACCESS CHANNELS

The Licensee shall make available sufficient bandwidth for three (3) upstream channels and three (3) downstream channels for PEG access-programming use, subject to sufficient demand and need for such channels. Use of these channels by the Town or schools and organizations or producers shall be strictly non-commercial in nature. Underwriting of the costs of access program production is permitted provided the sponsor(s) do not advertise on the programs. Underwriter acknowledgments similar to those appearing on public broadcast stations shall be permitted.

SECTION 6.2 — PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS EQUIPMENT/FACILITIES FUNDING

(a) The Licensee shall provide a one-time cash payment to the Town's special PEG Access account in the amount of one hundred thousand dollars (\$100,000) to be used to purchase, lease, and/or improve PEG Access equipment and facilities. Said payment shall be made no later than ninety (90) days after the execution date of this License. In addition, Licensee will provide three character generators to the town.

(b) In no case shall said payment describe in Sec. 6.2(a) be counted against the annual PEG Access payment infra or any License Fee required infra or any other fees or payments required by law. This annual grant shall be considered as an external cost for the purposes of rate regulation and shall be passed on to the subscribers and identified as a separate line item on the subscriber's monthly statement.

(c) For the term of the Renewal License, the Licensee shall provide an annual payment to the Issuing Authority for PEG operations and related purposes in the amount of fifty thousand dollars (\$50,000) directly to a special PEG Account, not the general fund. Said amount shall be increased 5% each year during the term of the license. The first such annual cash grant under this License, shall take into consideration any payments made by the Licensee on or after March 31, 2003, will be made not later than sixty (60) days from the execution date of this agreement. Thereafter the Licensee shall make all subsequent annual cash grants no later than March 31 of each year.

SECTION 6.3 — EQUIPMENT OWNERSHIP AND MAINTENANCE

The Town shall own all PEG access equipment and, accordingly, shall be responsible for maintenance, repair and replacement of all such PEG access equipment. The licensee shall not be responsible for any additional funding or any activities related to the operation and/or maintenance of PEG Access facilities or equipment, other than provided for in this License.

SECTION 6.4 — EDITORIAL CONTROL

Neither the Licensee nor the Issuing Authority may engage in any editorial control of the content of the access programming on the Cable System, except as otherwise required or permitted by applicable Law. In furtherance thereof, the Issuing Authority will require program producers to assume individual responsibility for any program-based liability, subject to the Cable Act, FCC requirements or other applicable law. Nothing herein shall be construed to limit the Licensee's right or ability to cablecast local programming at the Licensee's sole discretion.

SECTION 6.5 — USE OF PUBLIC ACCESS TO THE CABLE SYSTEM

Any resident of the Town, employee of the Town, or any organization based in the Town, shall have the right to place programming on the public access channels, and shall have access to access facilities and equipment, and to access training, subject to rules, if any, established by the Issuing Authority pursuant to this License.

ARTICLE 7

LICENSE FEES

SECTION 7.1 — LICENSE FEE

(a) Pursuant to M.G.L. c. 166A, § 9, the Licensee shall pay to the Town, throughout the term of the Renewal License, a license fee equal to \$0.50 per Subscriber per year, or such higher amount as may in the future be allowed pursuant to law. The number of Subscribers, for purposes of this section, shall be calculated as of the last day of each year. This amount is in addition to any amount remitted to the Commonwealth of Massachusetts pursuant to M.G.L.c. 166A, § 9.

SECTION 7.2 — PAYMENT

Pursuant to M.G.L. c. 166A, § 9, the license fees shall be paid annually to the Town throughout the term of the Renewal License, not later than March 15th of each year, unless otherwise required by applicable law.

ARTICLE 8

RATES AND CHARGES

SECTION 8.1 — NOTIFICATION OF RATES AND CHARGES

The Licensee shall inform the Issuing Authority of all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall inform the Issuing Authority of all changes in service, rates and charges of any kind, and all terms and conditions relating thereto in such time and manner as necessary to comply with Law, and to the extent such service charges are under Licensee's control. The Licensee shall notify all Subscribers of any impending rate increases in such time and manner as necessary to comply with Law.

SECTION 8.2 — PUBLICATION AND NON-DISCRIMINATION

All rates for residential service shall be published and non-discriminatory, although discounts may be made available to qualified Subscribers, based on need, or through bulk accounts. All Subscribers who are receiving a senior citizen/handicapped head of household discount as of the effective date of the renewal license will continue to receive the same discount. For those individuals who become cable subscribers following the execution date of this License the following shall be the criteria for receiving the senior citizen discount: (a) Sixty-five years of age or older; (b) Head of Household; (c) Recipient of one of the following: Medicaid, Governmental fuel assistance, Supplemental Security Income (SSI), V.A. benefits or a recipient of senior citizen tax abatements. If the applicant qualifies he/she shall receive 10% on the Basic Tier only. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting Subscribers.

SECTION 8.3 — CREDIT FOR SERVICE INTERRUPTION

Pursuant to 207 CMR 10.09(1), Licensee shall grant a pro rata credit or rebate to any Subscriber whose entire Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the service interruption. Pursuant to 207 CMR 10.09(2), if an entire tier or Premium Service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro rata credit or rebate for each tier or Premium Service interruption as provided in 207 CMR 10.09(1).

ARTICLE 9

INSURANCE AND BONDS

SECTION 9.1 — INSURANCE

The Licensee shall carry insurance with an insurance company qualified to do business in the Commonwealth of Massachusetts indemnifying the Licensee, the Town, its officers or employees from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, or maintenance of its Cable System, excluding those arising out of or in connection with any act or negligence of the Town, its officers, servants, employees or agents. The amount of such insurance against liability for damage to property shall be no less than one million dollars (\$1,000,000.00) as to any one accident. The amount of such insurance for liability for injury or death to persons shall be not less than one million dollars (\$1,000,000.00) because of injury to or death of any one person and two million dollars (\$2,000,000.00) because of injury to or death of any number of persons in any one accident.

SECTION 9.2 — PERFORMANCE BOND

The Licensee shall submit and maintain throughout the License a bond with corporate surety satisfactory to the Issuing Authority in the amount of twenty-five thousand dollars (\$25,000) conditioned on the following terms:

(1) The satisfactory operation of the Cable System in accordance with the provisions of M.G.L.c. 166A §§ 5(a), (m) & (n) and this License.

(2) The satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A § 5(g) and as approved by the Issuing Authority and Superintendent of Streets of the Town;

(3) The sightly preservation of trees and the vegetation in accordance with M.G.L.c. 166A § 5(g) and as approved by the Issuing Authority and Tree Warden;

(4) The indemnification of the Town in accordance with M.G.L.c. 166A § 5(b);

(5) The satisfactory removal of the cable system in accordance with M.G.L.c. 166A § 5(f) and within six (6) months from the date of lawful notice from the Issuing Authority to so remove the cable system.

ARTICLE 10

ADMINISTRATION AND REGULATION

SECTION 10.1 — REGULATORY AUTHORITY

The Issuing Authority and/or its designees shall be responsible for the day-to-day regulation of the Cable System. The Issuing Authority and/or the Advisory Committee may monitor and enforce the Licensee's compliance with the terms and conditions of the Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of alleged breach pursuant to Section 11.1 infra.

SECTION 10.2 — NON-DISCRIMINATION

The Licensee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of Law or regulations, relating to nondiscrimination through the term of the Renewal License.

SECTION 10.3 — REMOVAL OR RELOCATION

The Issuing Authority has the power at any time to order and require the Licensee to remove or relocate, for the purpose of preventing dangerous situations, any pole, wire, cable or other structure owned by the Licensee. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill therefore.

SECTION 10.4 — INSPECTION

The Issuing Authority or its designee shall have the right to inspect the plant, equipment or other property of the Licensee serving the Town upon reasonable notice. The Licensee shall fully cooperate in such inspections.

SECTION 10.5 — JURISDICTION

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and original subject matter jurisdiction and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action or suit.

ARTICLE 11
DETERMINATION OF BREACH
LICENSE REVOCATION

SECTION 11.1 — DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any provision of the Renewal License, except as excused by *force majeure*, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions of which the Issuing Authority believes Licensee to be in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) Respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) Cure any such default within thirty (30) days of notice thereof, or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured.

In the event that the Licensee fails to respond to such notice of default, to cure the default or to take reasonable steps to cure the default, the Issuing Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after a determination has been made by the Issuing Authority that Licensee has not appropriately responded, cured, nor taken appropriate measures to attempt to cure the default, and written notice, by certified mail, of such has been delivered to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. If the Issuing Authority determines after public hearing that a continuing state of default exists, and that its cure is unlikely or untimely, Issuing Authority may determine to pursue any of the remedies available to it under law.

SECTION 11.2 — REVOCATION OF THE RENEWAL LICENSE

In the event that the License fails to comply with any material provision of the Renewal License in any material fashion, the Issuing Authority may revoke the Renewal License granted, subject to the procedures of Law and the Renewal License and M.G.L.c 166A § 11, as it exists on the date hereof.

SECTION 11.3 — TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; (ii) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.2 above, or (iii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License.

SECTION 11.4 — NOTICE TO PARTIES OF LEGAL ACTION

In the event that either party hereto intends to take legal action of any kind against the other party for any reason, the moving party shall first (i) give the other party at least sixty (60) days' notice that an action will be filed as provided in Section 15.8 hereof; (ii) meet with the other party before it files any such action; and (iii) negotiate in good faith the issue which is the subject of any threatened legal action.

SECTION 11.5 — LICENSEE'S RIGHT OF APPEAL

Nothing herein shall be deemed to limit the right of the Licensee to appeal any decision of the Issuing Authority to any court or governmental agency having jurisdiction thereof.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 12.1 — BUSINESS-CUSTOMER SERVICE OFFICE/PAYMENT CENTER/TELEPHONE ANSWERING SERVICE

(a) The Licensee shall continue to operate and maintain a customer service office in the City of Worcester. This office shall be open Monday through Friday to receive customer payments and exchange equipment, if necessary.

(b) The Licensee shall maintain sufficient customer service representatives ("CSRs") at its regional call center to handle all calls from Subscribers twenty-four hours per day, seven days per week.

(c) All after-hours telephone calls regarding outages shall be acted upon promptly, and Licensee shall restore service as reasonably soon as possible under the circumstances.

SECTION 12.2 — INITIAL INSTALLATION AND SERVICE CALL PROCEDURES IN WIRED AREAS

The Licensee shall provide Cable Service to those residents whose homes are passed by the Cable System and who have requested service and have paid a deposit for such service, if required, within seven (7) business days of receipt of the request and deposit for standard aerial installations, provided that such request for service involves a standard installation. In arranging appointments for cable installation work or service calls, the Licensee shall make its reasonable best efforts to specify to the resident, in advance, whether installation or service will occur in the morning or afternoon hours. The Licensee shall make reasonable efforts to install or perform service at times convenient to residents, including times other than 9:00 a.m. to 5:00 p.m. weekdays. Failure to install within fourteen (14) days, or to make a service call as scheduled, without just cause or resident fault, shall require the Licensee to automatically offer a priority cable installation or service call to the affected resident at a time mutually agreeable to the Licensee and such affected resident, but in no case later than three (3) working days following the initial installation or service call date unless mutually agreed to otherwise by the parties.

SECTION 12.3 — SUBSCRIBER SOLICITATION PROCEDURES

The Licensee shall provide all prospective Subscribers with complete, clear and concise written information concerning all services and rates upon solicitation or prior to, or at the time of, installation of cable service. Such sales materials shall clearly and conspicuously disclose the price and other information concerning the Licensee's lowest cost service tier, prices of optional and Premium Services, privacy policies, availability and price of equipment and billing practices. Nothing herein shall be otherwise construed to limit, restrict or prevent Licensee from marketing, promoting or offering any services provided hereunder in accordance with applicable law.

SECTION 12.4 — BILLING PRACTICES INFORMATION AND PROCEDURES

(a) The Licensee shall inform all prospective Subscribers of complete information respecting billing and collection procedures, procedures for ordering changes in or termination of service, and refund policies, upon solicitation of service and prior to the consummation of any agreement for installation of service.

(b) All billing practices and procedures will be governed by the procedures set forth I 207 CMR § 10.00, et seq., as may be amended from time to time.

SECTION 12.5 — DISCONNECTION AND TERMINATION OF CABLE SERVICES

The account of a Subscriber shall be considered delinquent and therefore subject to disconnection only in accordance with Licensee's payment policy and subject to all applicable laws and regulations. Nothing herein shall prevent the Licensee from assessing a late fee, in accordance with Licensee's billing policies and all state laws and/or regulations.

SECTION 12.6 — RESPONSE TO SERVICE CALLS AND SERVICE COMPLAINTS/REBATE PROCEDURES

(a) Licensee shall use its best efforts to respond to all complaint calls or requests for repair service during regular business hours as soon as practicable.

(b) Licensee shall ensure that there are stand-by personnel on-call at all times after normal business hours.

(c) Licensee shall respond to System Outages as soon as practicable, twenty-four (24) hours a day.

(d) Nothing herein shall be construed to require Licensee to violate applicable provisions of Federal and Massachusetts laws concerning Subscriber privacy.

SECTION 12.7 — COMPLAINT RESOLUTION PROCEDURES

(a) In compliance with law, the Licensee shall establish a procedure for resolution of billing disputes and other complaints by Subscribers. The Licensee shall provide, on an annual basis, a written description of said procedures, including telephone numbers to call for complaints and other services, to all Subscribers.

(b) If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee may investigate any multiple complaints or disputes that are both specific and similar, brought by Subscribers arising from the operations of the Licensee, provided said Subscribers have made good faith effort to comply with the procedures specified in Section 12.7(a) above for the resolution of complaints.

(c) In the event that the Issuing Authority finds a pattern of multiple specific and similar unresolved subscriber complaints, the Issuing Authority may request appropriate and reasonable amendments to the Licensee's procedures for the resolution of complaints.

SECTION 12.8 — CHANGE OF SERVICE

Upon notification by a Subscriber to disconnect or downgrade a Basic or Premium Service, the Licensee shall cease and/or adjust said Subscriber's monthly service charges immediately or as of the Subscriber's specified disconnect or downgrade date.

SECTION 12.9 — EMPLOYEE AND AGENT IDENTIFICATION CARDS

All of the Licensee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to carry an employee identification card issued by the Licensee.

SECTION 12.10 — F.C.C. CUSTOMER SERVICE

The Licensee shall make all reasonable efforts to comply with the F.C.C. Customer Service Standards (47 C.F.R. § 76.309.c) under normal operating conditions, which standards are attached hereto as **Exhibit 3** and incorporated herein.

SECTION 12.11 — PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable System and shall not violate such rights through the use of any device or signal associated with the Cable Television Service, and as hereinafter provided. The Licensee shall have the right to take reasonable steps to avoid the unauthorized reception, use or interception of any of Licensee's services, including, but not limited to, prohibiting and removing any unauthorized instrument, apparatus, equipment or device, which is designed, adapted, intended, or used to receive, use, intercept or fraudulently obtain any of Licensee's services, in violation of law or any of Licensee's rights under the License or any other agreement or instrument, and nothing herein shall be construed or is intended to

limit, restrict or interfere with Licensee's right to secure its system and to offer services only to duly authorized customers.

(b) The Licensee shall comply with all privacy provisions contained in applicable laws, including, but not limited to, the provisions of 47 U.S.C. § 551.

SECTION 12.12 — VCR/CABLE COMPATIBILITY; A/B SWITCH

In order to assist Subscribers who own "cable ready" VCR's to interconnect such VCR's with their "cable ready" television sets, and to assist Subscribers in the interconnection of non-cable ready VCR's and television sets, Licensee has prepared instructional materials and shall, upon request, during the course of an installation, provide one (1) "A/B switch" and a splitter to each such Subscriber, at a reasonable cost, to facilitate such interconnection. Use of such an A/B switch and splitter will allow any Subscriber with a cable-ready VCR to record any channel while viewing an unscrambled channel, or vice-versa, without the need of a second converter. The simultaneous viewing of one (1) scrambled channel and taping of another scrambled channel requires a "second set" converter and applicable monthly charges and deposit.

SECTION 12.13 — INTERNET SERVICES

The provisions of **Article 12** shall not apply to Internet services offered by the Licensee with the exception of Section 12.7 Complaint Resolution, 12.9 Employee Identification Cards, and 12.11 Subscriber Privacy.

ARTICLE 13

REPORTS AND INFORMATION

SECTION 13.1 — GENERAL

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the Town any information with respect to the Cable System regarding the Licensee, its business and operations, or any affiliated person, in such form and containing such detail as may be specified by the Town pertaining to the subject matter of the Renewal License and which may be reasonably required to establish the Licensee's performance of its obligations pursuant to the Renewal License. In exercising this provision, the Town shall confine itself to those Reports and /or information that the Licensee files with governmental agencies as required by applicable state regulations and/or statutes.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

SECTION 13.2 — FINANCIAL AND OTHER REPORTS

To the extent required by applicable law, the Licensee shall furnish the Issuing Authority with financial and other reports necessary to ensure compliance with the License, provided that Licensee's proprietary information shall not be required to be submitted unless it can be protected from public disclosure. Upon request by the Issuing Authority, Licensee shall furnish quarterly subscriber complaint reports (DTE Form 500 or equivalent) and telephone statistics reports.

SECTION 13.3 — SUBSCRIBER COMPLAINT REPORTS

The Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any subscriber complaint, if the allegation is a complaint as defined by MDTE. The Town shall identify with specificity the subscriber to permit the Licensee to expedite said report. Such report shall provide a full explanation of the investigation, findings and corrective steps taken, as allowed by Law.

ARTICLE 14

EMPLOYMENT

SECTION 14.1 — EMPLOYMENT

The Licensee shall be an equal opportunity employer and adhere to all applicable federal, state and/or local laws and regulations regarding employment and employment discrimination, including but not limited to all FCC regulations with respect to equal employment requirements applicable to cable television systems.

ARTICLE 15

MISCELLANEOUS PROVISIONS

SECTION 15.1 — ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as incorporated by specific reference herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

SECTION 15.2 — SEPARABILITY AND PREEMPTION

Should any conflict arise between the terms herein and applicable Federal or State law, then the applicable law shall control. If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Renewal License.

SECTION 15.3 — WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Execution Date of the Renewal License: (i) The Licensee is duly organized and validly existing; (ii) Licensee is registered to do business under the laws of the Commonwealth of Massachusetts; (iii) the Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License; and (iv) the Renewal License is enforceable against the Licensee in accordance with the provisions herein.

SECTION 15.4 — FORCE MAJEURE

If by reason of *force majeure* either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "*force majeure*" as used herein shall mean the following: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, whether legal or illegal; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; labor work actions and unavailability of essential equipment, personnel, services and/or materials beyond the reasonable control of the Licensee; and the inability of Licensee to obtain, on customary and reasonable terms, easements, permits or licenses for the attachment or placement of the System, or parts thereof, to any pole or underground conduit not owned by Licensee, or any other cause or event not reasonably within the control of the disabled party.

SECTION 15.5 — REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to Subscribers, at the Licensee's costs for labor and materials, an adequate switching device ("A/B Switch") to allow Subscribers to choose between cable and non-cable television reception.

SECTION 15.6 — STATEMENT OF THE LICENSE

By executing the Renewal License, the Licensee represents that to the best of its knowledge and belief: (i) none of the officers, directors or general partners of the Licensee have any relation or interest in any local broadcast station or telephone company that would be in violation of the Cable Act; and (ii) as of the date of execution hereof, the performance of all terms and conditions in the Renewal License is commercially practicable.

SECTION 15.7 — APPLICABILITY OF RENEWAL LICENSE

All of the provisions in the Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

SECTION 15.8 — NOTICES AND REQUESTS

(a) Every notice and/or request to be served upon the Issuing Authority shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the *Board of Selectmen, Town Hall, 127 Elm Street, Millbury, Massachusetts 01527*, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the *Director of Operations, Charter Communications, 95 Higgins Street, Worcester, Massachusetts 01606*, with a copy sent to *Joshua L. Jamison, Vice President, Northeastern Operations, Charter Communications, 11 Commerce Road, Newtown, Connecticut 06470* and *M. Celeste Vossmeier, Esq., Vice President, Government Relations, Charter Communications, Inc., Charter Plaza 12405 Powerscourt Drive, St. Louis, Missouri 63131*, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice.

(b) Whenever notice of any public meeting relating to the Cable System is required by Law, regulation or the Renewal License, upon notice by the Town, the Town shall publish or cause to be published notice of same, sufficient to identify its time, place and purpose, in a Town newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing.

(c) Subject to Section 15.8(a) above, all required notices shall be in writing.

SECTION 15.9 — M.G.L. C. 166A, § 5 INCORPORATED

All the provisions of M.G.L. c. 166A, § 5(a)-(o), as they currently exist and as they may from time to time be amended, are incorporated herewith and shall be deemed to be part of this Renewal License.

SIGNATURE PAGE

In WITNESS WHEREOF, this Renewal License is hereby issued by the Board of Selectmen for the **Town of Millbury, Massachusetts**, as Issuing Authority, and all terms and conditions are hereby agreed to by Charter Communications Entertainment I, L.L.C., as of the date first written above.

Chairman, Board of Selectmen
Millbury, Massachusetts

M. Celeste Vossmeier
Vice President – Government Relations
Charter Communications

Member, Board of Selectmen

Date

Member, Board of Selectmen

Member, Board of Selectmen

Member, Board of Selectmen

Date

EXHIBIT 1

SITES CONNECTED

TO THE

INSTITUTIONAL NETWORK

Town Hall

Police Department

Fire Department – Elm Street

Public Library

Millbury Memorial High School

Auditorium

Gym

Media Center

Shaw Elementary School

Elmwood Elementary School

Asa Water Mansion

Other municipal buildings passed by the I-net where the Issuing Authority requests a drop in writing

EXHIBIT 2

EXHIBIT 2 - PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide when possible the following broad categories of Programming:

- News/Weather Programming
- Sports Programming
- Public Affairs Programming
- Children's Programming
- Entertainment Programming
- Local Programming
- Broadcast Stations
- Educational Programming
- Financial/Business Programming
- International Programming
- Movie Programming
- Religious Programming
- Science/Health Programming
- Sports Programming
- Variety Programming
- Women's/Minority Programming

EXHIBIT 3

F.C.C. CUSTOMER SERVICE STANDARDS

(CFR 76.309.c)

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability:

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers:

(i) Notifications to subscribers:

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant

changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing:

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds: Refund checks will be issued promptly, but no later than either:

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits: Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions:

(i) Normal business hours: The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions: The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption: The term "service interruption" means the loss of picture or sound on one or more cable channels.